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**FILED**  
LOS ANGELES SUPERIOR COURT

JUN 09 2009

John A. Chao, Esq., Officer/Clerk  
BY C. GRIJALVA, DEPUTY

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7 Attorneys for PLAINTIFF/CROSS-DEFENDANT  
PRUDENCE WALTZ

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF LOS ANGELES  
10 CENTRAL [UNLIMITED JURISDICTION] DISTRICT

11 PRUDENCE WALTZ,  
12 PLAINTIFF,  
13 v.  
14 BLUE OCEAN MORTGAGE CORPORATION, a  
California Corporation, MATTHEW P.  
15 KAY an individual, MOHAMED FOUZI  
HAFFAR an individual, LATOSHIA  
16 KELLER, an individual AURORA LOAN  
SERVICES and DOES 1 THROUGH 20  
17 inclusive

18 Defendants  
19  
20 AURORA LOAN SERVICES, INC.,  
Cross-Complainant,

21 vs.  
22 PRUDENCE WALTZ, an individual; BLUE  
OCEAN MORTGAGE CORPORATION, a  
23 California Corporation, MATTHEW P.  
KAY an individual, MOHAMED FOUZI  
24 HAFFAR an individual, LATOSHIA  
KELLER, an individual and DOES 1  
25 through 20 inclusive,

26 Cross-Defendants  
27  
28

Case No.: BC374163  
Assigned to  
Department 47  
THE HON. AUERLIO MUNOZ  
PLAINTIFF/CROSS-DEFENDANT  
PRUDENCE WALTZ'S  
ANSWER TO THE UNVERIFIED  
CROSS-COMPLAINT FILED HEREIN  
BY AURORA LOAN SERVICES, INC.

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1 COMES NOW CROSS-DEFENDANT PRUDENCE WALTZ, an individual [here-  
2 inafter referred to as "ANSWERING CROSS-DEFENDANT"] and answers the  
3 unverified Cross-Complaint file herein by Cross-Complainant AURORA  
4 LOAN SERVICES, INC [hereinafter referred to as "AURORA LOAN SER-  
5 VICES"] for herself and no other parties named therein as follows:

6 1. Pursuant to the provisions of Section 431.30 of the  
7 California Code of Civil Procedure ANSWERING CROSS-DEFENDANT denies  
8 generally and specifically each and every allegation contained in  
9 the complaint on file herein.

10 FIRST AFFIRMATIVE DEFENSE

11 Failure to State a Cause of Action

12 2. The cross complaint on file herein by AURORA LOAN SER-  
13 VICES does not state a cause of action upon which relief may be  
14 granted against ANSWERING CROSS-DEFENDANT.

15 SECOND AFFIRMATIVE DEFENSE

16 No relationship between ANSWERING CROSS-DEFENDANT  
17 and AURORA LOAN SERVICES, INC.

18 3. There is no current and never has been any contractual or  
19 other relationship between ANSWERING CROSS-DEFENDANT and AURORA  
20 LOAN SERVICES, INC. which resulted in any duty or obligation by  
21 ANSWERING CROSS-DEFENDANT to AURORA LOAN SERVICES.

22 THIRD AFFIRMATIVE DEFENSE

23 AURORA LOAN SERVICES, INC.'S lack of title

24 4. AURORA LOAN SERVICES INC. does not presently have, and  
25 never has had a valid legal or equitable interest in the real  
26 property which is the subject matter of the cross-complaint which  
27 it has filed in this action

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FOURTH AFFIRMATIVE DEFENSE

Laches

16. The complaint is barred in whole or in part by laches.

FIFTH AFFIRMATIVE DEFENSE

Unclean Hands

17. The complaint is barred in whole or in part by AURORA  
LOAN SERVICES, INC.'s unclean hands.

SIXTH AFFIRMATIVE DEFENSE

Equitable Estoppel

18. The complaint is totally barred by AURORA LOAN SERVICES'  
role in the transaction which is the subject matter the cross-  
complaint filed herein by AURORA LOAN SERVICES, INC.

SEVENTH AFFIRMATIVE DEFENSE

Indemnity

19. If any liability exists on the part of ANSWERING DEFEN-  
DANTS to AURORA LOAN SERVICES, INC, such liability is to be com-  
pletely indemnified by DEFENDANTS/CROSS-DEFENDANTS BLUE OCEAN  
MORTGAGE CORPORATION, a California Corporation, MATTHEW P. KAY an  
individual, MOHAMED FOUZI HAFFAR an individual and LATOSHIA KELLER  
an individual, each of whose wrongful and fraudulent conduct was  
the cause of AURORA LOAN SERVICES, INC. damages referred to in the  
cross-complaint filed herein.

EIGHTH AFFIRMATIVE DEFENSE

Offset

20. Any amount sought to be recovered in this action is  
barred in whole or in part by the amount owing from AURORA LOAN  
SERVICES, INC. to ANSWERING CROSS-DEFENDANT.

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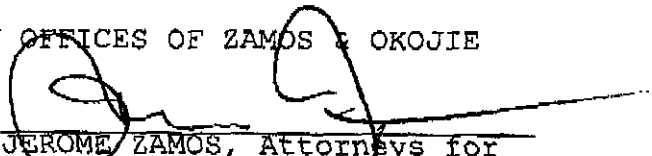
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- 1 WHEREFORE ANSWERING CROSS-DEFENDANT prays:
- 2 1. AURORA LOAN SERVICES, INC. take nothing by its complaint;
- 3 2. For Costs of suit incurred herein; and
- 4 3. For such other and further relief as the court deems just
- 5 and proper.

6 LAW OFFICES OF ZAMOS & OKOJIE

7 By:   
8 JEROME ZAMOS, Attorneys for  
9 PLAINTIFF PRUDENCE WALTZ

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PROOF OF SERVICE BY MAIL

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of LOS ANGELES, State of CALIFORNIA. I am over the age of 18 and not a party to the within action; my business address is 5228 Campo Road, Woodland Hills, California 91364.

On June 9, 2009 I served the following document(s) described as PLAINTIFF/CROSS-DEFENDANT PRUDENCE WALTZ'S ANSWER TO THE UNVERIFIED CROSS-COMPLAINT FILED HEREIN BY AURORA LOAN SERVICES, INC. on the interested parties in this by placing a true copy thereof enclosed in a sealed envelope with postage fully prepaid addressed to:

[COUNSEL FOR DEFENDANT MOHAMED HAFFAR]  
LAW OFFICES OF SINGER & VENTURA, LLP  
Daniel I Singer, Esquire  
4870 Santa Monica Avenue  
Suite 2B  
San Diego, California 92107

MOHAMED FOUZI HAFER, Esquire  
HAFFER & ASSOCIATES  
402 West Broadway, Suite 400  
San Diego, California 92101

BLUE OCEAN MORTGAGE, INC.  
c/o MATTHEW P KAY [its agent for service]  
5900 WILSHIRE BLVD STE 2555  
LOS ANGELES, CA 90036

[COUNSEL FOR DEFENDANT AURORA LOAN SERVICES, INC.]  
GARRETT & TULLEY, P.C.  
CANDIE Y. CHANG, Esquire  
225 South Lake Avenue  
Suite 1400  
Pasadena, California 91101-4869

LATOSHIA C. KELLER  
c/o Keller Williams Realty  
5900 Wilshire Blvd., Ste 610  
Los Angeles, California 90036

I am "readily familiar" with the firms practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Woodland Hills, California. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in set forth in this affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed June 9, 2009, at Woodland Hills, CALIFORNIA.

  
JUDITH F. KAPLAN